

Exhibit “E”

In The Matter Of:
Hodell-Natco Industries, Inc. v.
SAP America, Inc., et al.

Geoffrey Ashley
March 16, 2012

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Case No. 1:08 CV 2755
 Judge: Lesley Wells
 Magistrate Judge:
 Greg White
 VOLUME I

Geoffrey Ashley
 March 16, 2012

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION		Page 3	
HODELL-NATCO INDUSTRIES, INC.,	Case No. 1:08 CV 2755	1	I N D E X
Plaintiff,	Judge: Lesley Wells	2	
vs.	Magistrate Judge: Greg White	3	EXAMINATION PAGE
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Defendants.		5	BY MR. LAMBERT..... 14-254
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AUDIOVISUAL DEPOSITION OF GEOFFREY ASHLEY

DATE: Friday, March 16, 2012
 TIME: 9:24 a.m.
 PLACE: Residence Inn
 91 Hall Street
 Concord, New Hampshire

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1	APPEARANCES:	1	PROCEEDINGS
2	ON BEHALF OF THE PLAINTIFF:	2	GEOFFREY ASHLEY,
3	MR. P. WESLEY LAMBERT, ESQ.	3	having first been duly sworn, testified as
4	Koehler, Neal, LLC	4	follows:
5	3330 Erieview Tower	5	EXAMINATION BY MR. STAR:
6	1301 East Ninth Street	6	Q. Good morning. Mr. Ashley, I want to cover a
7	Cleveland, Ohio 44114	7	few topics with you quickly, sir. You're a
8	(216) 539-9370	8	former SAP employee, correct?
9	wlambert@koehlerneal.com	9	A. That's correct.
10	ON BEHALF OF THE DEFENDANT, SAP AMERICA, SAP AG:	10	Q. Can you run through your employment history
11	MR. GREGORY J. STAR, ESQ.	11	with SAP and tell me what job positions you
12	Drinker, Biddle, Reath	12	held and how long you were in them?
13	One Logan Square	13	A. Yes, starting with SAP in roughly the
14	Suite 2000	14	beginning of November, '05, I was hired as
15	Philadelphia, Pennsylvania 19103	15	the director of channel sales for
16	(215) 988-2734	16	North America, and the product was the SAP
17	Gregory.Star@dbr.com	17	Business One Solution.
18	ON BEHALF OF THE DEFENDANT, LSi:	18	So my responsibilities were the
19	MR. ROY A. HULME, ESQ.	19	management of all the partners, the partner
20	Reminger & Reminger	20	community, through all of the resources
21	1400 Midland Building	21	internally, so I had sales, pre-sales,
22	101 Prospect Avenue, West	22	channel managers, pre-sales recruiters, that
23	Cleveland, Ohio 44115	23	kind of stuff. So that was how I started
24	(216) 687-1311	24	with SAP.
25	rhulme@reminger.com	25	I was in that role until 2008, I think,

ALSO PRESENT: Kevin Reidl
 J.T. McGinn, Videographer

Case No. 1:08 CV 2755
 Judge: Lesley Wells
 Magistrate Judge:
 Greg White
 VOLUME I

Geoffrey Ashley
 March 16, 2012

The [redacted] at [redacted] In [redacted] fr e [redacted] In [redacted]
 [redacted] er [redacted] a [redacted] In [redacted] et a [redacted]

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1 A. I was the director of sales for a company
2 called Best Software, B-e-s-t, located in
3 Florida. They were acquired by Sage, which
4 is a huge ERP software publisher. So I lost
5 that job, because they were acquired.
6 So I went to a company called Avison.
7 That was in Atlanta, Georgia, and Avison was
8 acquired by Microsoft. So I went to a
9 company called Aperum, A-p-e-r-u-m. I was
10 vice president of sales there. They were
11 acquired by Infor, and so I got sick of that.
12 That's why I went to SAP, because I
13 figured they weren't getting acquired.
14 Q. It's a long list. Thank you for going
15 through it.
16 Obviously, you know you're here today in
17 connection with a lawsuit that's brought
18 against SAP America and SAP AG by
19 Hodell-Natco. LSi, Dan Lowery's company, is
20 also a defendant in the case.
21 You recall having some involvement while
22 you worked for SAP with Hodell-Natco and
23 their project to implement SAP?
24 A. Yes.
25 Q. What general -- strike that.

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1 Q. Would that be something that you would ever
2 do in the role that you served at that time
3 in 2005, 2006 for SAP?
4 A. It would have been rare. Partners might have
5 called me into meet with prospects prior to
6 buying, but it was normally as a
7 relationship, our close relationship,
8 publisher to partner, so in support of that.
9 Very seldom --
10 I had a background -- I have a
11 background in distribution, so there would be
12 on occasion where I might speak to a
13 potential customer on how they might utilize
14 our solutions in a distribution environment.
15 I also spoke or I speak at distribution
16 events and things like that, so I might be
17 utilized by the partner community in that
18 regard. But not technical.
19 Q. At any time in 2005, do you recall having any
20 direct communications with anybody at Hodell?
21 A. No, I wasn't hired until November of --
22 Q. Right. What about in 2006, do you recall any
23 direct communications between yourself -- and
24 when I say direct communications, I mean
25 either an e-mail, a letter, phone call,

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1 Run through for me in general terms what
2 you recall about your involvement with
3 Hodell.

4 A. In general terms, my role at SAP as basically
5 the channel leader was overall
6 responsibility for the partner relationship,
7 so because we had a partner who had a
8 relationship with a valued customer, my role
9 and responsibility was essentially to
10 understand our partner and their role and our
11 customer and their role.

12 So, you know, I had overall
13 responsibility for sales and revenue, and
14 Hodell-Natco represented a very large
15 opportunity for SAP.

16 Q. Did you have any technical role?

17 A. No, strictly sales.

18 Q. Did you have any involvement in helping LSI
19 to develop code or write code for Hodell?

20 A. None whatsoever.

21 Q. Did you have any involvement in analyzing the
22 structure either of Hodell's hardware
23 infrastructure or Hodell's needs for a
24 software system?

25 A. No.

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1 face-to-face meeting, anything like that
2 between yourself and anybody from Hodell in
3 2006?
4 A. All I can say is I know I had spoken with
5 someone at Hodell. I can't remember the time
6 frame, I mean, not that specific.
7 Q. Fine. You're aware that in this case Hodell
8 alleges that its implementation of the
9 Business One software did not work to its
10 satisfaction?
11 A. Yes.
12 Q. Okay. You're also aware that in this
13 litigation Hodell alleges that SAP committed
14 fraud, in that SAP, according to Hodell, made
15 misrepresentations or failed to disclose
16 information to Hodell before Hodell purchased
17 licenses for the Business One software?
18 A. Yes, I'm aware that's what they are claiming.
19 Q. Are you also aware that Hodell alleges that
20 after it went live with the software SAP
21 misled Hodell by suggesting to Hodell --
22 these were allegations, of course --
23 suggesting to Hodell that the problems it was
24 experiencing with its software limitation
25 could be fixed or remedied in some way?

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1 every single order as to fit and finish. You
 2 just couldn't do it.
 3 Q. That's done by SAP's business partner, in
 4 this case, LSi, correct?
 5 A. That's correct.
 6 Q. SAP is, in essence, outsourcing that to its
 7 business partner?
 8 MR. STAR: Objection. Form.
 9 A. As I was going to say, it's not outsourcing.
 10 It's their role and responsibility.
 11 Contractually, it's their role and
 12 responsibility.
 13 Q. Hodell ended up executing a licensing
 14 agreement with SAP. Are you aware of that?
 15 A. That's correct.
 16 Q. Did you have any role in communicating with
 17 anyone at Hodell about that license
 18 agreement?
 19 A. No.
 20 Q. Do you have any knowledge personally about
 21 what was represented to Hodell about what
 22 that license agreement covered?
 23 A. No.
 24 Q. When is a license agreement typically
 25 executed by an end user?

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1 A. There is no typical, and I don't mean that to
 2 be cute. A lot of partners when they close
 3 the deal, they'll place the order with SAP,
 4 but the partner will retain the software as
 5 they do implementation and setup and things
 6 like that.
 7 So you could have a customer get the
 8 software the day they order it. You could
 9 have a customer get the software a week
 10 later. You could have a customer get the
 11 software four months later. It's really a
 12 function of how that partner is delivering
 13 that solution. Remember, that solution is
 14 not only just the software, but it's services
 15 and a lot of other things.
 16 Q. Would you expect that at the time the
 17 customer and the business partner enter into
 18 an agreement for the customer to buy
 19 Business One software that the signing of a
 20 license agreement needs to be raised at that
 21 point?
 22 MR. STAR: Objection to the form. He's
 23 not a lawyer. You may answer if you
 24 understand.
 25 A. And I didn't understand.

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1 Q. As the director of the channel for SAP
 2 Business One, what was your expectation as to
 3 when the existence or the need to sign a
 4 license agreement would be raised with the
 5 customer, at what point in the sales process?
 6 A. I mean, sales 101, when you meet with the
 7 customer, you do sales qualification. If the
 8 customer is qualified and you present a
 9 solution and the customer says I like what
 10 you're doing and you present a proposal, at
 11 that point you're basically saying this is
 12 what your license is going to look like.
 13 Is that what you're --
 14 Q. Well, SAP had a very specific license
 15 agreement form that it used, correct?
 16 A. That is correct.
 17 Q. When in the sales process would you expect
 18 that licence agreement or the need for the
 19 customer to sign that license agreement would
 20 be introduced?
 21 MR. STAR: Objection to form. You can
 22 answer.
 23 A. Okay. When it is done, I have no idea. When
 24 it should be done is very early on. If I
 25 were a partner, I would want to give every

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1 one of my legal documents and Ts and Cs to my
 2 prospect then as quickly as I can, so they
 3 can review them and look them over and decide
 4 because otherwise, you extend your sales
 5 cycle.
 6 So from a sales 101 standpoint, they
 7 should get it day one. When they do it, I
 8 have no -- as a publisher, I have no idea.
 9 Q. Well, would it be unusual for a customer to
 10 enter into an agreement to buy SAP Business
 11 One that doesn't contain any reference to a
 12 license agreement?
 13 A. It's impossible.
 14 MR. STAR: Let me finish the question.
 15 THE WITNESS: I'm sorry.
 16 MR. STAR: I think you should show him
 17 the documents, because you're going to end up
 18 with a bunch of confused testimony here, but
 19 go ahead.
 20 BY MR. LAMBERT:
 21 Q. Have you ever seen a development agreement
 22 between LSi and Hodell?
 23 A. No.
 24 Q. Okay. Do you know at what point Hodell
 25 executed a license agreement?

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1 the database it used, the hardware it ran on,
2 and the way it transacted, the way it opened
3 itself up -- I don't know a better way to say
4 this -- the open architecture of the product,
5 but because it was on an Intel platform meant
6 that there were going to be limits.

7 But those limits were a combination of
8 many factors, and you had to take them all
9 into consideration.

10 So again, you could have had a customer
11 with lot of transactions but not very
12 complicated, lots of individual line item
13 invoices. Maybe they didn't have the need to
14 track history. There are a lot of things
15 that come into play that lead to that. The
16 only thing that the tool can do is suggest
17 where there might be an issue, and you need
18 to do more research.

19 Q. Right. But my question is: Wasn't that
20 issue, which was caused by inherent
21 limitations of the software itself, in
22 existence prior to December of 2005?

23 A. It's the nature again of every piece of
24 software, so yes.

25 Q. So that inherent limitation was there. It

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1 just was not taken into account in this
2 online qualification tool until later on?
3 A. The limitation was there. It took until
4 later on to determine what the numbers really
5 were.

6 Q. And that is through field experience or
7 through internal testing?

8 A. A combination of the above, both.

9 Q. So part of it is SAP installs the product,
10 and a customer, they have problems because of
11 transaction volume. SAP comes back and
12 revises its sweet spot because of it; is that
13 correct?

14 A. That could happen, yes.

15 Q. In other words, SAP hasn't predetermined
16 whether a customer is going to be a fit or
17 successful in implementing the software
18 necessarily before the customer buys it; is
19 that fair?

20 A. SAP hasn't predetermined the fit before the
21 customer buys it?

22 Q. They're relying upon field experience to
23 whittle down its sweet spot. Is it fair to
24 say there's instances when they sell SAP
25 Business One to a customer and SAP is not

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1 sure whether it's actually going to be a
2 successful implementation?

3 A. Since SAP doesn't have that data prior to the
4 sale, that would be a correct statement. The
5 other thing to remember is that the software
6 is being sold with a combination of other
7 things attached to it. So all of those
8 things impact it. SAP wouldn't know what
9 else is being attached to it, for example.

10 Q. Well, they knew that In-Flight was being
11 attached to Business One prior to Hodell
12 implementing the software. Did SAP know
13 that?

14 A. No, we would have no way to know that.

15 Q. Do you know if the license agreement that SAP
16 has an end user sign is negotiable?

17 MR. STAR: Objection to form. He's not
18 a lawyer. You haven't established a
19 foundation that he was involved in it.

20 Q. You are familiar with the form license
21 agreement that end users signed, correct?

22 MR. STAR: Objection to form. You can
23 answer.

24 A. Had I seen the license agreement?

25 Q. Right.

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1 A. Yes.

2 Q. Did SAP allow end users to negotiate the
3 terms of that agreement?

4 MR. STAR: Objection to form. You can
5 answer.

6 A. SAP rarely in Business One, not in big SAP,
7 in Business One, SAP rarely talked to the end
8 user before the purchase. So we might
9 negotiate with a partner. Is that --

10 Q. Yes. Okay. So there are instances that
11 you're aware of where a partner was able to
12 change the terms of whatever form license
13 agreement SAP had proposed?

14 A. Depending on the terms, yes.

15 Q. Do you recall when you first heard of
16 Hodell-Natco?

17 A. Yes.

18 Q. When?

19 A. It would have been late November, early
20 December of 2005. Excuse me.

21 Q. Right when you began with SAP?

22 A. Correct.

23 Q. Under what circumstances did you learn of
24 Hodell?

25 A. Pipeline and forecast meetings.

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1 Q. From who?
 2 A. My channel managers.
 3 Q. Okay. Would that be Ted Snucker at the time?
 4 A. Yes.
 5 Q. What did he tell you?
 6 A. He would have -- for every partner in the
 7 region, I would have known what their
 8 pipeline was. For an opportunity of the size
 9 of the Hodell-Natco opportunity, I would have
 10 known the name of the company. In other
 11 words, if he had 50 deals, I wouldn't know
 12 all 50 names. I would probably known the top
 13 10 or 15 names.
 14 So I would have known the name, Hodell.
 15 I may not have known who they were or what
 16 exactly it was, but I certainly would have
 17 known we have this opportunity; it's expected
 18 to close by this date for approximately this
 19 amount, this partner and what are the next
 20 steps.
 21 And then by the way, we had three
 22 criteria. So it was best case, worst case --
 23 or best case, probable case, worst case.
 24 Q. What's the pipeline? I think I know what it
 25 is, but I just want to make sure we're on the

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1 same page.
 2 A. It's the channel manager's report on what
 3 they think they're going to bring in in that
 4 month or quarter.
 5 Q. Okay. Is it fair to say that Hodell was a
 6 high profile account in November of 2005?
 7 A. Yes.
 8 Q. Why is that?
 9 A. Two reasons, at least two reasons. One is
 10 because of the size of the opportunity. The
 11 second would have been because of the brand
 12 recognition of Hodell in their market.
 13 Q. Isn't the third that LSi was developing this
 14 add-on that would allow SAP to get into a
 15 different --
 16 A. That would be the brand. That would be the
 17 brand piece that I referred to, yes. It
 18 would give us the ability to get into a
 19 market segment.
 20 Q. And that was In-Flight Enterprise, right?
 21 A. Correct.
 22 Q. Did you play any part of the sales process to
 23 Hodell?
 24 A. No, none whatsoever. I came in so late.
 25 Q. Was it essentially sold before you started at

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1 Business One --
 2 A. Essentially.
 3 Q. -- or SAP?
 4 A. Yeah, essentially.
 5 Q. In what respect?
 6 A. Well, given the nature of sales cycles, if a
 7 customer is going to buy within 30 days of
 8 this large of a deal and especially with
 9 vertical software added on to it, if you're
 10 making a decision within one month of when I
 11 came on board, that decision has already been
 12 made. All you're really doing is waiting for
 13 all the POs and the legal and all that stuff
 14 to be done.
 15 The decision to buy is pretty much done
 16 by then.
 17 Q. Were you aware that Hodell had signed a
 18 document called a development agreement?
 19 A. I had no idea.
 20 Q. Did you ever become aware of such an
 21 agreement?
 22 A. No. Let me rephrase. Dan Lowery may have
 23 said to me at one point in time we're
 24 developing something specific, because it's a
 25 vertical add-on. So he may have said it. I

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1 don't recall ever being made aware of that
 2 document.
 3 Q. Can you show him Exhibit 40?
 4 A. Don't read it?
 5 Q. You're free to read it if you want.
 6 A. I pass.
 7 MR. STAR: Is that on your leisure
 8 reading list today?
 9 THE WITNESS: Yeah, that's correct.
 10 (Document marked Exhibit No. 176.)
 11 BY MR. LAMBERT:
 12 Q. I give you 176. Please review it and let me
 13 know when you're ready.
 14 A. Okay.
 15 Okay.
 16 Q. Do you recall sending the e-mail that's
 17 marked Exhibit 176 on or about December 22nd,
 18 2005?
 19 A. Sure.
 20 Q. Do you know what the purpose of this e-mail
 21 was?
 22 A. Yeah, it was to fire up the team to close out
 23 the year strong, sales.
 24 Q. You guys were a little behind at that time?
 25 A. It says we were. We made our number though.

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1 pride they are driven to bring these deals
2 home."
3 A. Um-hum.
4 Q. What did you mean by that?
5 A. As I mentioned, we had a cadence that was a
6 worst-case/best-case scenario, and the
7 partners -- we were holding the partners to
8 that, and they were -- the culture that we
9 were establishing was that if you say you're
10 going to close a thousand dollars and you
11 lose an opportunity during the month, you
12 still have to meet the thousand dollars if
13 you committed to it; go find something to
14 replace it.
15 So again, this is all sales related. So
16 we were establishing the culture
17 accountability, and of course, that was
18 establishing the culture of growth.
19 Q. How did you know what the culture at SAP was
20 one year before you joined the company?
21 A. Because I had spent the last 45 days or so
22 talking to everybody I could talk to.
23 Q. You make the statement in the next paragraph,
24 starting with "Ted" -- is that Ted Steffner?
25 A. Ted Steffner, yeah.

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1 Q. "He has a large number of charter members on
2 his team, and they have paid the price for
3 some of the issues that we haven't covered in
4 our journey towards relevance."
5 A. Um-hum.
6 Q. What did you mean by that?
7 A. The Midwest, for whatever the reason, if you
8 looked at the founding partners, the first,
9 you know, one through ten partners, for
10 example, I think six of them of were in the
11 Midwest. So the Midwest had --
12 Well, Dan Carr was No. 1. Lowery was
13 very early on, and so when they came on
14 board, we didn't have channel managers. We
15 didn't have regions. We didn't have a lot of
16 stuff ready to go. So the partners who came
17 on board to begin with came on board without
18 a lot of system in place to support them,
19 didn't have a lot of resources to support
20 them.
21 So as SAP was growing and as the
22 marketing engine was getting going and as the
23 leads were starting to come in, it was
24 getting easier and easier. The first group
25 had it the hardest, because they were the

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1 first group.
2 Q. Doesn't that also mean that they had to bear
3 the burden of the fact that the product was,
4 as you stated, not ready for prime time?
5 MR. STAR: Objection to form. You can
6 answer.
7 THE WITNESS: I can't answer?
8 MR. STAR: You can. Okay. Sure.
9 A. Well, yeah, I mean at that point in the --
10 yeah, absolutely.
11 Q. What happens to a business partner if they
12 sell SAP Business One to a customer and the
13 implementation fails?
14 MR. STAR: Objection to form.
15 A. I don't know how to -- I don't know how to
16 answer. I'm not sure I understand.
17 Q. Does the business partner lose all of the
18 revenue that's received as part of the sale,
19 or do they have to give it back?
20 A. I don't know. It would depend on that
21 situation. If that customer demands a refund
22 and that partner provides the refund, then
23 the answer would be yes. If the partner
24 doesn't, the answer would be, no. I don't
25 know.

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1 Q. Who decides whether a refund is provided?
2 A. The partner.
3 Q. Does SAP?
4 A. Decides the partner has to refund?
5 Q. Yes.
6 A. No, you can't do that.
7 Q. You make the statement at the end of that
8 paragraph, "LSi should be sending in the
9 Hodell-Natco order today, which will be the
10 largest deal closed this quarter and possibly
11 this year. Way to go, Ted, and way to go
12 LSi," correct?
13 A. Correct.
14 Q. What did you know about the Hodell-Natco
15 deal at that time?
16 A. What did I know?
17 Q. Yes.
18 A. I knew Hodell-Natco. I knew LSi. I knew the
19 size of the deal. I knew the expected close
20 date, and I knew the probability that it
21 would close.
22 Q. What was the size of the deal as you
23 understood it?
24 A. Oh, don't remember. What was reported to me
25 was dollars to SAP, but I don't remember what

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1 end of the month," correct?
 2 A. Correct.
 3 Q. So that's consistent -- that's consistent
 4 with Exhibit 83, Dan Lowery's confirmation
 5 with Dirk?
 6 A. That is correct. Yes, it is.
 7 Q. When did you first become aware of the
 8 specific size, volumes, et cetera, at
 9 Hodell-Natco?
 10 A. I don't know for sure.
 11 Q. Did you ever become aware of the specifics of
 12 the volume transactions?
 13 A. Oh, yeah. I mean, once we got into this --
 14 and again, I'm sorry. I don't mean to be
 15 vague to anybody, but it all goes down to
 16 sometime between when the product finally got
 17 delivered, was put in-house and was starting
 18 to be used in a production environment.
 19 That's when this would have all come up.
 20 I don't know what that time frame was
 21 specifically, but that's when we would have
 22 started having these discussions.
 23 Q. Is there any literature or database or
 24 warnings of any type of SAP available to
 25 channel partners that says, "Do not use this

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1 product for this particular application or
 2 size customer?"
 3 A. No, there would be no way to do that.
 4 Q. Are you familiar with the online
 5 qualification rule?
 6 A. Yes.
 7 Q. And in that you insert certain
 8 performance--- I'm sorry. What do you insert
 9 into that tool online?
 10 A. It asks questions.
 11 Q. Okay.
 12 A. And based on your answers to those questions,
 13 it tries to help you determine if this
 14 prospect would qualify.
 15 Q. Qualify for what?
 16 A. For an SAP solution.
 17 Q. And have you ever run the information for
 18 Hodell?
 19 A. I personally have not.
 20 Q. Do you know of anybody who has?
 21 A. Not personally.
 22 Q. Have you heard of anybody having done it?
 23 A. No.
 24 Q. Do you know what testing was done before the
 25 go-live date for Hodell?

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1 A. No.
 2 Q. Is the Business One product always marketed
 3 as able to grow with the company?
 4 A. The easiest way to answer that is SAP from a
 5 marketing standpoint doesn't market a
 6 specific product. It markets SAP, and SAP
 7 has the ability -- allows a company to grow
 8 from wherever they are to wherever they want
 9 to be, period.
 10 So SAP has the ability to take you to
 11 wherever you need to go. That's the way we
 12 had always marketed Business One.
 13 Q. Didn't you also market the Business One
 14 product to growing companies?
 15 A. We marketed to growing companies, yes.
 16 Q. Okay. With the representation that they can
 17 grow with Business One?
 18 A. In marketing, yes.
 19 Q. Would you agree that SAP marketed the
 20 Business One product, "Whether you have five
 21 employees or 500, SAP Business One helps
 22 emerging businesses streamline their
 23 operational and managerial processes"?
 24 A. Yes, yes, that's how it was marketed.
 25 Q. Monday, November 22nd, 2004, does that ring a

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1 bell as to when you started with SAP?
 2 A. November 22nd?
 3 Q. 2004.
 4 A. 2004? I don't think so. It was November.
 5 Q. LSi 1928071, it looks like it's an e-mail
 6 announcing your --
 7 A. Let me see. It's November 22nd. That's the
 8 date. Then the answer is yes. I apologize.
 9 Q. That's all right. I just wanted to make sure
 10 I understood. That's when I understood when
 11 you joined.
 12 A. I wish you would have helped me up there.
 13 Sorry. Honestly.
 14 Q. Were you involved in consulting with
 15 Hodell-LSi on the hardware to use in the
 16 implementation of Business One?
 17 A. I'm sorry?
 18 Q. Were you involved at all involved in the
 19 consultation decision of what hardware to use
 20 at Hodell?
 21 A. No.
 22 Q. So as I understand it, in April of 2007, both
 23 Ralf and Udi were of the opinion that
 24 Business One would not work for Hodell?
 25 A. Yes.